

## **Durham City-County Interlocal Agreement For Continuation of City-County Strategic Youth Initiatives**

This is an Interlocal Cooperation Agreement (hereinafter “Agreement”) between the CITY OF DURHAM, a North Carolina municipal corporation (hereinafter “City”), and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina (hereinafter “County”). This Agreement is made and entered into July 1, 2022 pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

### **BACKGROUND**

- A. Vision and Mission: The City and County desire to continue working together to jointly fund a City-County Strategic Youth Initiatives effort (“Initiative”), focused on building structures and systems for: robust youth and community engagement and leadership; expanded alignment and coordination among those who support and work with young people; better two-way communication with young people and families about Durham’s resource landscape; and a strong, central Office on Youth to support this work. These strategies will continue to shift how local government understands and invests in the needs and dreams of young people in Durham, leading to effective solutions for our most complex challenges, and bringing about the conditions needed for all young people to thrive.
- B. Priorities: The Initiative will be based in the City of Durham Office on Youth and will center young people ages 13-24. Younger ages will continue to be reached through community engagement events, promotion of resources, grant programming, and other City and County investments. The Initiative will also maintain and foster partnerships with other City and County departments, community organizations, and Durham-wide efforts concerning young people, such as Grown in Durham (our Early Childhood Action Plan); Adverse Childhood Experiences initiatives; and the County’s Community Intervention and Support Services Department initiatives.

The specific goals of this Initiative are as follows:

1. Youth Engagement: Create new opportunities for young people to fully participate in local government and other institutional planning and decision making.
  2. Services Enhancement: Through collective processes with diverse stakeholders, develop and implement strategies that strengthen the impact of programs, policies, and services for young people in Durham.
  3. Celebrating Young People: Amplify and celebrate the experiences and work of young people.
- C. Strategies: Implementation of these goals should be based in an understanding that all young people in Durham have the right to have the resources and support they need to thrive, and that not all do. The Initiative will use targeted strategies to achieve equity so that all young people can succeed.

Key approaches to the work should include authentic youth and community engagement and leadership; youth-adult partnerships; extensive partnership and collaboration with City and County departments and community organizations to foster better alignment and collective impact for shared priorities; transparent and clear communication about

youth initiatives with all stakeholders, including youth and other community members; and consistent feedback loops between community stakeholders and local government to ensure the work remains responsive, relevant, and grounded in community needs and dreams.

- D. In order to achieve the Initiative's mission, the City and County desire to jointly fund a Youth Initiatives Manager position tasked with leading the implementation of the City-County Strategic Youth Initiatives. The City and County also desire to collaborate on the Changed by Youth Ambassador Program, and may also desire to provide funding for community grant programs to advance the Initiative's goals.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

**SECTION 1. YOUTH INITIATIVES MANAGER POSITION.** One full-time individual will be hired by the City using appropriate City pay classifications, to fill the City-County Youth Initiatives Manager position, whose duties are described below and incorporated herein.

The position will be based in the City of Durham Office on Youth and will be responsible for overseeing and managing the strategies and staff needed to achieve the overall vision and mission of the Initiative and its three goals. The Manager will develop and maintain strategic partnerships and collaborations, including within the City and County, and also with community organizations. The Manager will also secure the resources and infrastructure needed for the Initiative to succeed; provide guidance on and serve as a key City-County staff liaison to major community youth initiatives and steering committees/boards; advise on strategies and plans that can prioritize the use of City and County resources for young people; lead strategic planning and impact assessments for the City of Durham Office on Youth and direct all the operations of the office. The Manager will provide regular updates to the City and County Managers, or their respective designees, and at least annual updates to City Council and the Board of County Commissioners.

The City Manager and the County Manager, or their respective designees, will participate in the hiring process, along with youth and community stakeholders, and the final decision on hiring will be the joint responsibility of both Managers. The Youth Initiatives Manager will be a City employee and will be located within the City Manager's Office. The City shall perform reviews of the Youth Initiatives Manager in accordance with the City's usual procedures. The County shall have the opportunity to provide input into those reviews.

Notwithstanding the foregoing, nothing in this Agreement is intended to limit the City Manager's authority over the Youth Initiatives Manager, except that the Youth Initiatives Manager shall be located in the City as provided above and shall have the responsibilities as provided in this Agreement. The Youth Initiatives Manager will be defended and indemnified on the same basis as all City employees, and as between the City and the County, the City will assume liability for the employee.

**SECTION 2. COLLABORATION ON CHANGED BY YOUTH AMBASSADOR PROGRAM.**

The Changed by Youth Ambassador program is a critical component of City-County Strategic Youth Initiatives. Ambassadors are supported by the Office on Youth to be part of planning and decision making processes in the City, County, and community organizations, and to ultimately influence programs and policies. Ambassadors provide consultation to City and County departments on different engagement, program, policy, and planning efforts. They also engage and inform other young people about local government opportunities; facilitate conversations with young people and adults; and advocate for issues that matter to young people in Durham.

As part of this Agreement, the City will fund ten (10) youth ambassadors and the County will fund five (5) youth ambassadors. All fifteen (15) ambassadors will work on initiatives impacting young people in Durham, and will work with the City, County, and other agencies.

### **SECTION 3. COMMUNITY GRANT PROGRAMS.**

The City and County may decide to provide funding to flow through the Office on Youth to community-based organizations via a grant-making process. Contingent on this funding, the Office on Youth will plan and implement a request for proposals process to administer these funds, and will engage community members and young people in the development and implementation of the grant program.

The scope of the funding program, including the size and number of grants, will be determined by a youth-adult board, in accordance with the City's and County's authority, and will be informed by: current needs and priorities shared by young people and their families; and other funding programs being administered by the City and County. The board will make every effort to reduce barriers in the application and award process to allow these funds to be accessible to youth and community groups who may otherwise be excluded from the opportunity. Awarded grantees will participate in grantee cohort activities, such as relationship and skill building, collective action and strategic planning, and sharing best practices. The Office on Youth will facilitate regular convenings and check-ins with grantees to achieve these outcomes.

County and/or City funds for these grant programs will primarily be used for grant awards. A small portion of funding may be used to cover expenses related to implementing an accessible, community-engaged selection process, plus cohort activities.

### **SECTION 4. FUNDING.**

- A. Annual Budget. An annual budget shall be prepared and approved by the parties. Budgets shall be approved by the City Council and County Commissioners as part of the regular annual budget process.
- B. Youth Initiatives Manager Funding. The Manager position shall be jointly funded by the City and County. The County shall pay the City an amount not to exceed half (1/2) of the personnel costs for the Manager position.
- C. Changed by Youth Ambassador Funding. At least fifteen (15) youth ambassador positions will be funded annually by the City and County. The County will pay the City for at least five (5) of those ambassadors, in an amount not to exceed one-third (1/3) the

total amount. The City will be responsible for funding all additional costs associated with this program.

- D. Community Grant Program: If the City and/or County desire to administer a community grant program, funds provided should be granted directly to selected organizations following a grant-making and selection process. Operational expenses needed to administer the funding program shall also be provided in an amount not to exceed fifteen percent (15%) of the total funding allocated for the community grant program.
- E. Method of Payment. The County shall pay the City on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the County's contribution set forth in Sections 4B and 4C. The payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month. If the County desires to fund a community grant program, the City will invoice the County for the funds in alignment with the scheduled administration of the grant program.
- F. Reconciliation. At the end of each fiscal year, the Finance Director of the City and the Finance Director of the County shall meet to conduct a review and reconciliation of amounts paid and payable under this Agreement. Such adjustments or payments as may be necessary to effectuate the reconciliation agreed upon by the Finance Directors shall be promptly made. Reconciliation shall be completed prior to October 15 of each fiscal year.

**SECTION 5. TERM AND TERMINATION.** This Agreement shall be effective as of the date first written above and shall renew annually, with funding subject to annual approved budgets of the City and County. This Agreement shall terminate on June 30, 2032, unless otherwise mutually extended in writing. This Agreement may be terminated by either party as of the end of any fiscal year, upon six (6) months of notice given in writing prior to the intended date of termination.

Upon termination of this Agreement for any reason, (i) all outstanding invoices received for expenses incurred or obligated by the City or the County on or before the date of termination shall be paid, and (ii) the City's and the County's obligations hereunder shall be immediately terminated except for reconciliation as provided by Section 4E.

**SECTION 6. APPOINTMENT OF PERSONNEL.** Except to the extent provided otherwise in this Agreement, it is agreed that the City Manager shall designate persons to carry out the City's obligations under this Agreement, and the County Manager shall designate persons to carry out the County's obligations under this Agreement.

**SECTION 7. AMENDMENTS.** This Agreement may be amended at any time upon mutual written agreement of the City and County. The City Council and County Commissioners shall be the final authority in approving all amendments.

**SECTION 8. GOVERNING LAW.** This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

**SECTION 9. ENTIRE AGREEMENT.** This Agreement together with the agreements referenced in this Agreement, shall constitute the entire understanding between the City and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

**SECTION 10. CONTRACT NOT DIVISIBLE.** This Agreement is not divisible. The obligations exchanged by the City and County under each part of this Agreement constitute consideration for each and every part of this Agreement.

**SECTION 11. HEADINGS.** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**SECTION 12. E-VERIFY COMPLIANCE.** (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

**SECTION 13. IRAN DIVESTMENT ACT CERTIFICATION.** Each party to this contract certifies for itself that as of the date that this contract is entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

**SECTION 14. INSURANCE.** The City and County agree to each cover its own risks for liability through either obtaining insurance or by self-insuring itself against any risk. Each shall furnish the other with evidence of such insurance, if any, upon request.

**SECTION 15. INDEMNIFICATION.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believe necessary to protect their interest arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither party waives its governmental immunity, or any other immunity granted by law and all parties reserve the same unto themselves.

**SECTION 16. NOTICE OF CITY POLICY.** THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

**SECTION 17. NO THIRD PARTY RIGHTS CREATED.** This Agreement is intended for the benefit of the City and the County and not any other person.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

ATTEST:

COUNTY OF DURHAM

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Monica Toomer, Clerk to the Board

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Kimberly J. Sowell, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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Susan Tezai, Chief Financial Officer (Durham County)

ATTEST:

CITY OF DURHAM

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Diana Schreiber, City Clerk

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Wanda Page, City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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Tim Flora, Chief Financial Officer (City of Durham)